

SWC# 172 Facility Fire, Security, and Life Safety Systems **Contract Information and Usage Instructions**

Contract Period:

This is a three (3) year contract term running from August 1, 2018 to July 31, 2021, with two (2) 1-year renewal options. The contracts were procured through ITB Edison Event 32110-10544.

Summary/Background Information:

The purpose of this constant competition contract is to provide services to the State and its Authorized Users with fire, security, and life safety systems and products and assist in keeping the facilities compliant with all applicable safety codes and regulations. This contract is open to Local Government.

The following sub-categories are covered under this contract:

Fire Alarm Proprietary- Full Service: inspection, testing, maintenance, and repairs

Limited Service: inspection and testing only

Fire Alarm Non-Proprietary- installation, inspection, testing, maintenance, and repairs

Sprinkler- installation, inspection, testing, maintenance, and repairs

Suppression- installation, inspection, testing, maintenance, and repairs

Kitchen Hoods- installation, inspection, testing, maintenance, and repairs

Security- installation, inspection, testing, maintenance, and repairs

Monitoring Services- installation, inspection, testing, maintenance, and repairs

Surveillance- installation, inspection, testing, maintenance, and repairs

Fire Extinguishers- new purchase, recharge, inspection, testing, maintenance, and repairs

State Contract Administrator:

Dellaria Martin

Category Specialist

Central Procurement Office

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Contractor Contact Information:ACT Security Inc.

Edison Contract Number: 59487

Supplier Number: 0000001181

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Edison Contract Number 59493

Supplier Number: 0000022153

Joe Brown

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Edison Contract Number: 59500

Supplier Number: 0000218787

Jennifer Short

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Edison Contract Number: 59497

Supplier Number: 0000000967

Jackie McCord

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Supplier Number: 0000080598

Cody Grose

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Edison Contract Number: 59501

Supplier Number: 0000000909

Greg Russell

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Supplier Number: 0000233220

Chris Dove

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Edison Contract Number: 59505

Supplier Number: 0000001074

Tony Mallini

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Edison Contract Number: NV59509

Supplier Number: 0000243247

Frances Hall

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The Authorized User shall select a Contractor from the Qualified Contractors List in its county, certified to service its manufactured system to respond to a critical situation. The critical situation is defined as an "emergency" by the Authorized User. The cost of repair may be unknown, and the job must be resolved immediately. In the event an Authorized User has an emergency situation, they are not required to follow the Not to Exceed

Estimate guidelines set in the contract Specifications Section G.2. It is up to the discretion of the Authorized User to seek multiple Not to Exceed Estimates if it is in their best interest.

In the event that the first Contractor selected is unavailable to perform the work, is unreachable after fifteen (15) minutes of initial contact, unable to be on-site within two (2) hours, or fails to respond telephonically within fifteen (15) minutes, the Authorized User can proceed to another Contractor from the Qualified Contractors List, allowing them the same time parameters to respond telephonically and appear on-site. This step shall be repeated until a Contractor responds to the request and can be on-site within two (2) hours.

In situations where there are no Contractors identified on the Qualified Contractors List available and certified to service the Authorized User's manufactured system in the Authorized User's county, the Authorized User may contact Contractors on the Qualified Contractors List from other counties or non-contract suppliers.

Emergency contact numbers can be found on the Qualified Contractors List under the Contractors Contact Tab. Click link to access SWC 172- Qualified Contractors List Spreadsheet: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/state-agencies-/statewide-contract-instruction--swc-.html>

Usage Instructions:

All jobs shall be awarded based on constant competition among Contractors on the Qualified Contractors List for the counties and manufacturer system(s) they are certified to service. The Authorized User will send the job scope to all qualified Contractors in their county with a deadline to submit their Not to Exceed Estimate. If there are no qualified Contractors in the Authorized User's county, the Authorized User shall solicit Not to Exceed Estimates from Contractors on the Qualifying Contractors List from neighboring counties before soliciting non-contracted suppliers. The Authorized User shall contact the Contract Administrator for CPO approval prior to awarding to a non-contracted supplier.

- Not to Exceed Estimates must be provided *free of charge* to the Authorized User. The Contractor may not charge for any time on-site or travel costs associated with putting together and providing a Not to Exceed Estimate.
- The Authorized User may accept a verbal field Not to Exceed Estimate and must receive a written Not to Exceed Estimate.
- The Contractor shall utilize the State's template ("Attachment A "Pricing Template") to provide a written Not to Exceed Estimate.

- Not to Exceed Estimates must be broken down according to the commodity line item ID's on the contract.
- The Contractor shall perform the services as described in the Not to Exceed Estimate, upon request from the Authorized User.
- Not to Exceed Estimates shall be provided to the Authorized User no later than five (5) business days after the initial request is made by the Authorized User unless otherwise specified by the Authorized User.
- The Authorized User shall award to the Contractor providing the lowest Not to Exceed Estimate and meeting specifications, unless written approval is provided by the CPO Contract Administrator to utilize another Contractor.
- Once the Authorized User has accepted a Not to Exceed Estimate for a job, authorized the work, and issued a purchase order, the Contractor shall coordinate completion of the job with the Authorized User. Upon acceptance and authorization of the work, the Authorized User will notify all responders to the job scope's constant competition of the awarded Contractor and total price.
- Usage of Specialized Equipment must be contemplated in the Not to Exceed Estimate for the job and cannot be added as an additional charge at a later date without prior written approval from the Authorized User.
- If Specialized Equipment is used to run diagnostic testing on the Authorized User's system to determine its course of action and provide a Not to Exceed Estimate, Contractors on the Qualified Contractors List may submit an invoice for its trip charge only. Contractor must receive prior written approval from the Authorized User to utilize Specialized Equipment.

Requisition and Purchase Order Generation:

For information on how to create a requisition and/or purchase order please reference the CPO Job Aids on the following page: <https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html>

Billing and Payment Instructions:

FOB Destination; Net 45 Payments

The repair cost cannot exceed the Not to Exceed Estimate without justification from the Contractor and prior written approval from Authorized User. If the repair cost is lower than the amount quoted, the Contractor may only charge the Authorized User for the cost of the repair.

Note: the invoice shall reflect actual time worked on-site, as verified by the Job Log, which may be less than that of the estimated amount of hours. **Note:** if the Contractor has to work over the estimated amount of hours to complete the job, the Contractor will need to get prior written approval from the Authorized User.

Trip charges for Knox, Hamilton, Davidson, and Shelby Counties are not allowed under this contract.

Asset and Inventory Management:

New equipment may require asset approval and processing.

Miscellaneous Information:

If you have any questions about this contract and the products and services covered please contact the Contract Administrator listed on the first page of this document.